

ERSKINE & TULLEY  
A PROFESSIONAL CORPORATION  
MICHAEL J. CARROLL (ST. BAR #50246)  
3030 Bridgeway, Suite 121  
Sausalito, CA 94965  
Telephone: (415) 729-9006  
Facsimile: (415) 729-9023

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

BOARD OF TRUSTEES OF THE SAN MATEO	)	NO. C 11 0460 LB
HOTEL , et al.,	)	
	)	
Plaintiffs,	)	
vs.	)	<u>JUDGMENT PURSUANT TO</u>
	)	<u>STIPULATION</u>
H. YOUNG ENTERPRISES, INC., etc.,	)	
	)	
Defendant.	)	
	)	
	)	

It appearing that Plaintiffs BOARD OF TRUSTEES OF THE SAN MATEO EMPLOYEES AND RESTAURANT EMPLOYEES WELFARE FUND and PENSION FUND; SHERRI CHIESA, TRUSTEE, and defendant, H. YOUNG ENTERPRISES, INC., a California corporation, doing business as JUST DESSERTS, have stipulated that Plaintiffs have and recover judgment from Defendant and it appearing that the stipulation is in all respects proper and that the stipulation provides for judgment against defendant in the amount of \$68,792.70,

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiffs BOARD OF TRUSTEES OF THE SAN MATEO EMPLOYEES AND RESTAURANT EMPLOYEES WELFARE FUND and PENSION FUND; SHERRI CHIESA, TRUSTEE, have and recover judgment from defendant, H. YOUNG ENTERPRISES, INC., a California

JUDGMENT PURSUANT TO STIPULATION

1 corporation, doing business as JUST DESSERTS, in the amount of  
2 \$68,792.70, which amount is composed of the following:

3 a. Contribution balances due and unpaid to Plaintiff Trust  
4 Funds for the period October 1, 2010 through January 31, 2011 in the  
5 amount of \$62,175.18;

6 b. Liquidated damages due and unpaid to the Plaintiff  
7 Trust Funds for the same period in the amount of \$6,217.52;

8 c. Interest due pursuant to contract in an amount to be  
9 computed after all payments are made.

10 d. Costs of suit incurred in this action in the amount of  
11 \$400.00.

12 IT IS FURTHER ORDERED AND ADJUDGED that no writ shall be  
13 issued, and an abstract of judgment will not be recorded so long as  
14 defendant fully complies with the following conditions:

15 1. Defendant shall make payments of all ongoing amounts  
16 to become due to the BOARD OF TRUSTEES OF THE SAN MATEO HOTEL EMPLOYEES  
17 AND RESTAURANT EMPLOYEES WELFARE FUND and PENSION FUND; pursuant to the  
18 contract between defendant and UNITE HERE Local 2 for hours worked,  
19 commencing with payment for February 2011 and continuing until all  
20 payments due under paragraph 2 have been made. Each of said payments  
21 will be made by check payable to SAN MATEO HOTEL EMPLOYEES &  
22 RESTAURANT EMPLOYEES TRUST and sent to the Union Bank, P.O. Box no  
23 later than the 7<sup>th</sup> day of the month after the month in which the hours  
24 were worked.

25 2. Defendant shall pay the amount of the contributions in  
26 the amount of \$62,175.18 in installment payments as follows:

27 Wednesday March 9, 2011 - \$15,661.26 for January 2011

28 Friday March 18, 2011 - \$15,816.57 for December 2010

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1 Thursday March 31, 2011 - \$15,133.01 for November 2010

2 Friday April 8, 2011 - \$15,564.34 for October 2010

3 Said installment payments will be made by check payable to the SAN  
4 MATEO HOTEL EMPLOYEES & RESTAURANT EMPLOYEES TRUST and sent to the  
5 collection attorney, ERSKINE & TULLEY, 3030 Bridgeway, Suite 121,  
6 Sausalito, CA 94965, Attention: Michael Carroll.

7 3. Once the above amount of \$62,175.18 is paid in full,  
8 the Board of Trustees Fund will, exercising it's complete discretion,  
9 review defendant's eligibility for a reduction of the liquidated  
10 damages, interest, and costs owed as stated in paragraphs (b), (c), and  
11 (d) above. If defendant is not granted a complete waiver of the  
12 amounts due under paragraphs (b), (c), and (d), defendant shall make  
13 payment on the remaining balance of \$6,617.52 plus interest.

14 4. Plaintiffs and Defendant each understand and agree that  
15 any modification of payments must be made in writing and agreed to by  
16 both the Plaintiffs and the Defendant.

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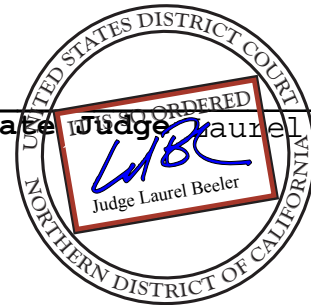
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JUDGMENT PURSUANT TO STIPULATION

1 IT IS FURTHER ORDERED AND ADJUDGED that upon failure of the  
2 Defendant to make any of their monthly contribution payments pursuant  
3 to the collective bargaining agreement as set forth in paragraph 1  
4 above, and the monthly installment payments in a timely manner as  
5 required pursuant to the terms of paragraphs 2 of the stipulation,  
6 entry of judgment and execution on the entire judgment in the amount  
7 of \$68,792.70 reduced by any offsets for payments made, shall issue  
8 only after ten (10) days written notice to the Defendant that  
9 Plaintiffs or Plaintiffs' attorney declares a default and intends to  
10 file a Declaration stating that a default has occurred on the part of  
11 the defendant. Defendant waives notice of any hearing held by the  
12 court upon the entry of judgment or Plaintiffs' declaration.

13 Dated: March 16, 2011

14 Magistrate Judge Laurel Beeler



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JUDGMENT PURSUANT TO STIPULATION